

STATE OF LOUISIANA
UNIVERSITY OF LOUISIANA AT LAFAYETTE
LAFAYETTE, LOUISIANA
INVITATION TO BID

TO
LEASE PROPERTY AND ASSOCIATED BEEF CATTLE/SWINE FACILITIES
AT THE
UL LAFAYETTE RESEARCH FARM IN CADE, LOUISIANA
FROM THE UNIVERSITY OF LOUISIANA AT LAFAYETTE

ISSUING AGENCY: University of Louisiana at Lafayette, Elwood Broussard,
 Director of Purchasing
 PO Box 40197
 Telephone: (337) 482-6239

ITB COORDINATOR: University of Louisiana at Lafayette
 Dr. Terry Clement, Professor
 Renewable Resources
 (337) 482-6645

ITB RELEASE DATE: April 6, 2010

BID OPENING DATE: May 4, 2010

BID OPENING TIME: 2:00 p.m. Central Time

BID NUMBER: File No. 10002

BID OPENING LOCATION: University of Louisiana at Lafayette
 Purchasing Department
 104 University Circle, Martin Hall Room 123
 Lafayette, LA 70504

PRE-BIDDERS CONFERENCE: April 20, 2010 2:00 p.m. Central Time
 Attendance shall be MANDATORY for all bidders!
 Cade Farm Welcome Center, 1178 W.J. Bernard Road, Cade Louisiana

BID PROPOSAL FORM

TO: University of Louisiana at Lafayette
Purchasing Department
Lafayette, Louisiana

BID DATE: May 4, 2010

BID TIME: 2:00 p.m., Central Time

BIDDER:

TELEPHONE:

ADDRESS:

STATE

ZIP

CONTRACT TO: Lease property and associated beef cattle/swine facilities at the Cade Research Farm from the University of Louisiana at Lafayette.

CONTRACT PERIOD: July 1, 2010 thru June 30, 2013.

I/we do hereby acknowledge receipt of the following addenda (if any):

No. Dated _____ – No. Dated _____ –

BID DEPOSIT: Each bid shall be accompanied by a bid *deposit* in the form of a certified check or money order in the amount of ten (10%) percent of the total annual lease price. but not less than seventy-five dollars, made payable to the University of Louisiana at Lafayette.

TOTAL ANNUAL LEASE PRICE: I/we do hereby agree to pay an annual lease price of

-----Dollars (in writing) -----in figures

The University reserves the right to reject any and all bids and to waive any informalities. UL Lafayette shall not be responsible for any costs incurred by any Bidder in the preparation of any bid.

SIGNATURE TO THE BID PROPOSAL FORM SHALL BE CONSTRUED AS ACCEPTANCE OF THE ITB IN ITS ENTIRETY.

AUTHORIZED OFFICER:

(Print or Type Name)

TITLE:

DATE:

(Signature)

2.0 GENERAL CONDITIONS

2.1 PURPOSE

This Invitation to Bid (ITB) sets forth the requirements and criteria of the University of Louisiana at Lafayette/UL Lafayette / University / Lessor. The contents of *this* ITB and the Bidder / Lessee's bid response shall become contractual obligations if a contract ensues. Any resulting contract shall be governed under the laws of the State of Louisiana.

2.2 GOVERNING REGULATIONS

All bids shall be subject to Chapter 10 of *Title 41* (Leases of Public Lands).

2.3 BID PROPOSAL FORMAT

All bids shall be submitted on, unless otherwise provided for, the bid proposal forms provided in the ITB. The bid proposal form must be properly signed in ink by an officer of the bidding entity authorized to sign the bid. Bid prices shall be typewritten or in ink and shall be indicated in both writing and figure form. In case of any discrepancy between written and figure price, the written price shall prevail. Any alterations of the bid proposal form or foreign conditions attached thereto may cause rejection of the bid.

2.4 CORRECTION OF MISTAKES

Erasures, write-overs, corrections or other changes in the bid shall be explained or noted over the signature of the Bidder. Failure to do so may result in rejection of the bid without further consideration.

2.5 NUMBER OF COPIES

The entire ITB should be returned. The Bidder shall submit one (1) original and should submit two (2) copies of the bid proposal forms. The Bidder shall be responsible for duplicating and retaining any bid proposal forms and responses for personal record.

2.6 REJECTION OF BIDS

The University reserves the right to reject any and all proposals, and to waive any informalities, incomplete, illegible, partial, or informal bids may be rejected.

2.7 SEALED BID

The entire bid shall be sealed. All bids should be submitted in a sealed envelope. The name and address of the Bidder should appear on the outside of the bid envelope along with the bid number. In the event the bid contains bulky subject material, the special bid envelope should be firmly affixed to the mailing envelope.

2.8 BIDS BINDING

All formal *bids* shall be *binding* for a minimum of (30) calendar days and shall not be withdrawn after the specified bid opening time.

2.9 BID OPENING

Bids shall be opened and read aloud on the specified time and date. All bids become a matter of public record at that time. Each Bidder is solely responsible for the timely delivery of *their* bid by the bid opening deadline. *Bids* received after the specified time and date will not be considered, whether delayed *in* the mail or for any other causes whatsoever.

2.10 DELIVERY OF BIDS

All *bids* shall be mailed or hand delivered to the University Purchasing Office.

Mailing Address: P.O. Box 40197, Lafayette, LA 70504

Physical Address: 104 University Circle, Martin Hall, Room 123, Lafayette, LA 70504

2.11 BIDDER INQUIRIES

No negotiations, decisions or actions shall be executed by any Bidder as a result of any oral discussion with: any state employee. Only those transactions which are *in* writing, signed by the Director of Purchasing, shall be considered as valid. Inquiries concerning the administrative requirements of the ITB shall be addressed to the Director of Purchasing. Inquiries concerning the specification requirements of the ITB shall be addressed to the Director of Purchasing. Inquiries shall be *in* writing, signed *in* original *ink*, and received no later than seventy-two (72) hours, excluding weekends and legal holidays, prior to the designated bid opening time. Answers to inquiries that change or substantially clarify the ITB shall be issued in the form of addenda to all known to have received a complete set of bidding documents. Any Bidder who feels the administrative or specification requirements of this ITB are in error or will not accomplish the desired end result shall make the appropriate inquiry prior to the scheduled bid opening time. Telephone inquiries are discouraged.

2.12 BID AWARD

The contract shall be awarded by written notice to the *highest* bid submitted by a person or persons who are responsive to the requirements and criteria set forth *in* the Invitation to Bid.

2.13 QUALIFICATION OF BIDDERS

The University reserves the right to make *inquiries* and investigations as it deems necessary to determine the responsibility of any *Bidder*. The Bidder shall furnish all information and data for *this* purpose as the University may request. The unreasonable failure of any Bidder to promptly supply information in connection with an inquiry may be grounds for rejection.

2.14 LAWS, LICENSES, AND PERMITS

The Lessee shall comply with all applicable laws, ordinances, and regulations of the *local*, state and federal *government* during the lease.

2.15 FORCE MAJEURE

The Lessee and the Lessor agree that, if by reason of strike or other labor disputes, civil disorders, inclement weather, acts of God, or other unavoidable cause, either party is unable to entirely perform *its* obligations, such nonperformance shall not be considered a breach of the contract agreement.

2.16 ASSIGNMENT OF CONTRACT

The contract or any portion thereof or any interest therein shall not be assigned, transferred, conveyed, or disposed of without the previous written consent of the Lessor. The lease may be subleased, transferred, or assigned by the original lessee, his sublessees, heirs, or assigns, and lessor is authorized to permit such transfers of leases upon such terms and conditions as it may deem proper, provided that said sublessees, transferees, assignees, mortgagees, or pledgees are entitled to the same rights and privileges as were granted by the lessor to the original lessee with previous written consent of the Lessor. The lessor is directed to collect a fee of ten (\$10) dollars for the privilege of permitting such transfers of which said fee to be paid into the general fund of the state.

2.17 REPRESENTATION

The Lessee shall be considered at all times an independent entity and shall discharge all its liabilities as such. All of the Lessee's employees shall be considered agents solely of the Lessee and shall not be considered for any reasons whatsoever employees or agents of, acting for or on behalf of, the Lessor. No acts performed or representations, whether oral or written, made by the Lessee, its employees or its agents with respect to third parties shall be binding on the Lessor.

2.18 LIENS

The Lessee shall at all times keep the University free and clear from all liens asserted by any person, firm, or corporation for any reason whatsoever resulting from the lease. If any such lien shall at any time be filed against the University's premises, and the Lessee shall fail to cause such lien to be removed or discharged (by payment or otherwise) within ten (10) calendar days after being notified of the filing of such lien, the University may, without prejudice to any other right or remedy the University may have, terminate or suspend the lease and discharge the same and all costs and expenses, including reasonable attorney's fees, incurred by the University in discharging the lien.

2.19 TERMINATION

The Lessee may give written notice to terminate the lease to the Lessor via registered or certified mail no later than March 31st of any year. The lease will then terminate on June 30th of that year. The Lessee or the Lessor may, without prejudice to any other right or remedy each may have, terminate the lease upon thirty (30) calendar days written notice, by registered or certified *mail*, when either party defaults in performance with any contract provision. The Lessor further reserves the right to terminate the contract wherever the Lessee *is* guilty of misrepresentation; wherever the contract was obtained by fraud, collusion, conspiracy or other unlawful means; wherever the contract conflicts with any statutory or constitutional provision of Louisiana or the United States.

2.21 PUBLICITY

The Lessee shall not in any way or in any form publicize or advertise in any manner the fact that the Lessee is a tenant of the University without the express written approval of the Lessor, obtained in advance, for each *item* of advertising or publicity.

2.22 NOTICES

The Lessor shall serve any adverse notice regarding the lease, in writing, to the Lessee. The notice shall be forwarded via registered or certified mail to the Lessee. The Lessee shall serve any adverse notice regarding the lease, in writing, to the Lessor. The notice may be given by personal delivery to the Director of Purchasing or forwarded via registered or certified mail to the mailing address set forth in Section 2.10. Otherwise, all general business correspondence may be forwarded via U.S. *Mail*.

2.23 SECURITY

The Lessee shall provide *its* routine, general security patrols on the premises. The Lessor shall bear no responsibility or liability for the loss, theft, disappearance of, or damage to, equipment, tools, materials, supplies, agricultural products and other personal property of the Lessee, its employees or *its* agents, which may be utilized or stored on University premises. The Lessee shall be responsible for the proper care and protection of equipment, materials, etc. as it relates to the health, safety and welfare of any person.

2.25 PRE-BID CONFERENCE AT THE LEASE SITE

The Bidder *shall visit the site* of the proposed work at the time and date indicated herein, inspect the site, utilities, equipment and particularly familiarize himself with the site to be leased. No allowance shall be granted to any Bidder because of lack of knowledge of conditions. Failure to be represented at the mandatory pre-bid conference may cause rejection of the bid without further consideration.

2.28 ACCESS TO PROPERTY

The Lessor shall have access to all property and associated livestock facilities at all times during the term of the lease.

2.29 PRESENCE ON UNIVERSITY PREMISES

The Lessee, its employees and its agents shall adhere to and maintain strict discipline among its employees or its agents at all times. The Contractor shall be fully responsible for any damage, negligence or theft of University property caused by the Lessee, its employees or its agents and fully liable for the replacement or reimbursement thereof. The Lessee shall not allow any party under 18 years of age to enter University property at anytime.

2.30 USE AND SURRENDER OF PREMISES

The Lessee shall at all times keep the premises free from accumulations of trash, waste materials and debris. Removal of all trash, waste materials and debris generated shall be the responsibility of, and at the expense of, the Lessee. The Lessee shall remove any and all equipment, materials, tools, and other related articles upon completion of the lease. The Lessee shall leave the site "broom-clean" or its equivalent unless otherwise permitted by the ITB Coordinator.

3.0 SPECIAL CONDITIONS

3.1 SCOPE

University of Louisiana at Lafayette desires to lease 129.6 acres of property and associated beef cattle/swine facilities at the UL Lafayette Research farm in Cade Louisiana for the express purpose of occupying and using the property and *facilities* for production agriculture purposes.

3.2 LEASE PERIOD

Based upon mutual agreement between the University and the successful bidder, this contract may be extended for THREE (3) additional twelve (12) month periods at the same prices and terms. Both parties must agree to any extension, and a decision will be made at each twelve (12) month interval.

3.3 EXTENSION OF LEASE

Subject to agreement by the Lessor and sufficient investment in improvements by the Lessee to meet applicable statutes of the State of Louisiana, the lease may be negotiated to run for the length of *time* allowed by *said* statutes. Such agreements become a part of the lease agreement.

3.4 BUILDINGS AND IMPROVEMENTS

- 1) The University would erect all perimeter fencing. The lessee would be responsible for the construction and maintenance of all cross fencing.
- 2) The University would provide a source of water including the current watering system. Any additions or alterations to the current system would be at the expense of the lessee.
- 3) The silo and feed handling equipment associated with the feed-lot area are not in working order. If use of this equipment is desired, the lessee is responsible for any repairs to this equipment.

The Lessor believes all buildings and improvements to be *in* reasonable repair and in working order but makes no warranties to that effect.

Any buildings and improvements not in reasonable repair and working order must be reported in writing to the Lessor within *fifteen* (15) calendar days of the signing of the lease agreement. The Lessor shall at its option, repair or replace any item reported by the Lessee as not being in reasonable repair and working order, or *relieve* the Lessee from delivering such item in working order at the end of the lease period.

3.5 PAYMENT FOR IMPROVEMENTS MADE BY LESSEE

Without written authorization, the Lessor will not be liable for any improvements of a permanent nature made by the Lessee, including building or making additions or major repairs; fencing; water or waste disposal facilities; special equipment procured by the Lessee and, then, only in accordance with such written authorization. Any agreement entered into to cover such projects shall become a part of the *lease* agreement. Unless agreed upon to the contrary, the Lessee may remove within sixty (60) calendar days after the termination of the lease any structures added by him with the consent of the Lessor. In such event, the Lessor agrees to leave the grounds and buildings from which such improvements are removed *in* as good condition as they were prior to their erection.

3.6 PAYMENT SCHEDULE AND METHOD OF PAYMENT

The entire bid amount on the 1st of July of each year.

3.7 PORTIONS OF THE PROPERTY AND ANIMAL NUMBERS

- 1) The lessee would have access to 129.6 acres of fenced grazing land and the livestock handling facilities. All other land and facility resources at the Cade facility would remain under the direct control of the University.
- 2) Lessee must be a purebred cattle producer. Must maintain a production herd of at least 30 but not more than 100 mature female cows and a small swine unit of 4 to 8 production sows.
- 3) The lessee would bear all production cost associated with animals at the Cade Farm, including a research herd of approximately 20 cows retained by the University. The university would be responsible for all medical, veterinary and nutritional supplements required by its research herd.
- 4) The University would provide a source of water including the current watering system. Any additions or alterations to the current system would be at the expense of the lessee.
- 5) The lessee must demonstrate the use of improved management practices including bio-technology, artificial insemination and embryo transfer procedures.
- 6) The lessee will maintain fall and spring calving seasons to assure newborn animals each semester for instructional purposes. Sows in the swine unit will farrow twice per year, September and January.
- 7) Lessee will have access to one house at the Cade farm. The lessee will be responsible for all maintenance and utilities of the house. The person living in the house will be responsible for weekend and holiday animal care and security duties as requested by the University.

3.8 INVENTORY OF EQUIPMENT

An inventory of livestock handling equipment shall be prepared by agents of the Lessor and the Lessee within fifteen (15) calendar days of the signing of the lease agreement. Subsequent inventories shall be conducted during May of each year unless a different time period is required by the Lessor. All equipment appearing on the initial inventory or its functional equivalent shall be present when the Lessee vacates the property. Any equipment replaced by the Lessee under section 3.5 herein shall only be subject to the provisions of the agreement under which it is added.

The Lessor reserves title to any equipment replaced. If the Lessor elects to take title to any equipment replaced, the Lessor will be responsible for removal of such equipment from the property.

All movable equipment including tractors and other farm equipment owned by the University is not included in this lease.

3.9 GOVERNMENT/EXTENSION AND EDUCATION PROGRAMS

- 1) The lessee will maintain moderate level of forage productivity by following recommended USDA- NRCS best management practices with consultation from RRES faculty. BMPs as specified by NRCS cooperator contract to include, but not limited to: nutrient management by routine soil testing, maintenance of current soil and water conservation devices.
- 2) The lessee will make his animals available to the department's outreach activities including FFA and 4-H judging contest. The lessee would cooperate with all animal and forage field days hosted by the Cade farm.
- 3) The lessee would make all production cost and pedigrees available to the RRES faculty for instructional purposes.
- 4) Provide faculty and student access for grazing demonstrations, forage variety assessment, grazing days productivity, etc.

3.10 LAND USE

- 1) The Lessee is to follow good land use practices to include: BMP, as prescribed by USDA-NRCS.
- 2) The land area specified in this lease will be used exclusively for grazing and hay production associated the animals housed at the Cade facility.
- 3) Provide routine plant growth and facilities maintenance with regular shredding and debris removal
- 4) Lessee is prohibited from planting anything other than forages.

3.11 MINERAL RIGHTS

The Lessor reserves any and all mineral rights except the withdrawal of water from exiting wells.

INSURANCE AND INDEMNIFICATION

INSURANCE REQUIREMENTS

The Lessee shall procure (at the Lessee's expense) and maintain *in* force throughout the lease, with duly qualified insurance carriers acceptable to the University, all insurance required by this ITB. This shall be evidenced by the Lessee providing the University with an original policy or Certificate(s) of Insurance. The policy shall provide a ten (10) calendar day written notification to the University by the insurance carrier of any cancellation, termination or restrictive amendment regarding the insurance. There shall be a thirty (30) calendar day prior written notification to the University by the Lessee of any alteration or change contemplated in any of the policies.

The following are minimum levels of coverage. These coverage's and limits are to be considered minimum requirements under the contract and shall in no way limit the liability or obligations of the Lessee under the contract.

Workmen's Compensation	Statutory
Employer's Liability	\$100,000.00 each accident
Comprehensive General Liability	
Bodily Injury	\$1,000,000.00 each person \$1,000,000.00 each occurrence \$250,000.00 each occurrence
Property Damage	
Comprehensive Automobile Liability	\$250,000.00 each person \$500,000.00 each occurrence
Bodily Injury	\$100,000.00 each occurrence

Property Damage

The Lessee provides coverage for any owned, hired and non-owned vehicles to be utilized on University premises.

No insurance required under the contract shall include a deductible in excess of \$500.00. The cost of all deductible amounts shall be borne by the Lessee.

INDEMNIFICATION AND HOLD HARMLESS

The Lessee shall indemnify and hold harmless the State, the University, its officers, agents and employees from any loss, claim, damage, liability, injury, suit, action, recovery or judgment, including defense costs and attorney fees, of every nature and description arising out of the Lessee's, his employees, agents, vendors or visitors activities, performance or negligence under the lease. The Lessor shall notify the Lessee promptly in writing of any claim or action brought against the University in connection with the lease. Upon such notification, the Lessee shall promptly take over and defend any such claim or action. The State shall have the right and option to be represented in any such claim or action.

SATISFACTORY PROOF OF CARRIAGE

The successful Bidder shall furnish the Purchasing Department with satisfactory proof of carriage of insurance within ten (10) calendar days upon request thereof.

STATE OF LOUISIANA

PARISH OF LAFAYETTE

LEASE AGREEMENT

AN AGREEMENT is made this ____ day of _____, 2010 between UNIVERSITY OF LOUISIANA AT LAFAYETTE, Lafayette, Louisiana, the Lessor, and the Lessee.

CONTRACT DOCUMENTS: The contract documents shall consist of this Contract Agreement, the Invitation to Bid and the Lessee's bid response.

AGREEMENT: The Lessor agrees to lease property and associated beef cattle/swine facilities at the UL Lafayette Research Farm, Cade, Louisiana to the Lessee.

LEASE PRICE: The Lessee agrees to pay the Lessor the total annual lease price of dollars

(\$ _____ payable in installment(s) of (\$ _____) each.

COMMENCEMENT AND TERMINATION DATES: This lease agreement shall commence the _____ day of _____. 2010 and shall terminate at 11:59 p.m. on the 30 day of June, 2013.

GOVERNING LAW: This Lease Agreement shall be deemed a contract made in Louisiana and shall be governed by the laws of the State of Louisiana.

COMPLETE CONTRACT: This Lease Agreement, the Invitation to Bid and the Lessee's bid response, and any properly executed amendments thereto constitute the complete and exclusive agreement between the parties and supersedes all prior oral or written agreements of communications relating to the subject matter of the contract.

ACCEPTANCE: In witness whereof, this Lease Agreement is executed as of the day, month and year first written above.

LESSEE NAME

UNIVERSITY OF LOUISIANA AT LAFAYETTE
LESSOR NAME